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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

DAISY SUAREZ, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

HELIX ELECTRIC, INC., a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 24TRCV00079

**NOTICE OF MOTION AND MOTION
TO APPROVE PAGA SETTLEMENT;
and,**

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION**

Hearing Date: September 23, 2026

Hearing Time: 9:30 a.m.

Reservation No. 966970542401

Judge: Hon. Alan B Honeycutt

Dept.: E

Action Filed: January 8, 2024

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT at 9:30 a.m. on September 23, 2026, or as
3 soon thereafter as the matter can be heard, in Department P of the above entitled Court
4 before the Honorable Alan B Honeycutt, Plaintiff Daisy Suarez (“Plaintiff”) will and hereby
5 does move for an order approving the settlement of the PAGA claim alleged against
6 Defendant Helix Electric, Inc. (“Defendant”) in accordance with Labor Code §2699(l). The
7 proposed settlement is set forth in the accompanying PAGA Settlement Agreement
8 (“Agreement”).

9 This Motion will be based on this notice, the accompanying points and authorities, the
10 Declaration of Justin Hewgill, the Agreement, and the complete files and records in this action.
11 The Labor Workforce Development Agency has been served with this motion and the
12 Settlement Agreement as set forth in the accompanying proof of service.

13 Respectfully submitted,

14 Dated: August 24, 2026

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

16 By: /s/ Justin Hewgill
17 Justin Hewgill
18 Attorneys for Plaintiff
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Daisy Suarez (“Plaintiff”) reached a settlement of the California Private
4 Attorneys General Act, Cal. Labor Code §2699, *et seq.* (“PAGA”) claim asserted in this action
5 against Defendant Helix Electric, Inc. (“Defendant”) (collectively, the “Parties”) which
6 provides for a “Gross PAGA Settlement Amount” payment in the amount of \$1,220,000.00.
7 In accordance with California Labor Code §2699(l), Plaintiff now asks this Court to review
8 and approve the settlement of Plaintiff’s PAGA claims.¹ This is only a settlement of the PAGA
9 claims for civil penalties and is not a class settlement and does not release the individual wage
10 claims, if any, of the affected employees other than the Plaintiff herself. Cal. Labor Code
11 § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014); *ZB, N.A. v.*
12 *Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not recoverable under PAGA).

13 The PAGA settlement is set forth in the accompanying PAGA Settlement Agreement
14 (“Agreement”) and the form used for Agreement is the Los Angeles Superior Court’s model
15 form. A true and correct copy of the Agreement which sets forth the terms for the settlement
16 of the PAGA claims is attached as Exhibit #1 to the Declaration of Justin Hewgill, filed
17 herewith. Capitalized terms shall have the same meaning as defined in the Agreement. The
18 LWDA received notice of this Settlement, and this motion as set forth in the accompanying
19 proof of service.

20 A proposed order confirming review and approval of the PAGA settlement is submitted
21 herewith.

22 **II. RELEVANT FACTS**

23 PAGA Counsel mailed the necessary correspondence to the California Labor and
24 Workforce Development Agency (“LWDA”) on November 2, 2023, on behalf of Plaintiff
25 Suarez, requesting authorization from the LWDA to seek civil penalties as provided by the
26 Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in
27

28 ¹ Section 2699(1)(2) provides as follows: “The superior court shall review and approve any settlement of any civil action pursuant to this part.”

1 the PAGA Notice. (Declaration of Justin Hewgill, at ¶3). The 65-day notice period for the
2 LWDA to notify of its intent to investigate expired on January 6, 2024. On January 8, 2024,
3 Plaintiff Suarez filed a Representative Action Complaint in this Court against Defendant Helix
4 Electric, Inc., alleging a single cause of action for recovery of civil penalties for Violation of
5 the PAGA [Labor Code §§ 2698, *et seq.*].

6 Plaintiff and Defendant agreed to mediate with Daniel J Turner. Prior to the mediation,
7 the Parties conducted significant investigation and discovery of the facts and law. Defendant
8 produced hundreds of pages of documents relating to its policies, practices, and procedures
9 regarding paying non-exempt employees for all hours worked, overtime, meal and rest period
10 policies, payroll and operations policies, and more. Plaintiff was provided with sufficient
11 records and data to determine the number of Aggrieved Employees and the number of pay
12 periods in the PAGA Period. The Parties agree that the above-described investigation and
13 evaluation, as well as the information exchanged during the settlement negotiations, are more
14 than sufficient to assess the merits of the Parties' positions and to compromise the issues on a
15 fair and equitable basis. (Hewgill Decl., at ¶ 3).

16 Plaintiff's theory of PAGA liability as argued at mediation alleged that Defendant is
17 liable for failing to pay all time worked (off of the clock), failing to provide adequate meal
18 breaks, and rest breaks, regular rate based on failing to incorporate bonuses and therefore
19 miscalculating overtime meal premiums, and sick pay as a result of not including certain
20 remunerations into the regular rate. For example, Defendant failed to include non-discretionary
21 bonuses in the calculation of the regular rate of pay. Moreover, Plaintiff alleged that Defendant
22 failed to provide legally compliant meal and rest periods because Defendant required Plaintiff
23 and other Aggrieved Employees to remain on premises for rest periods, Defendant failed to
24 provide meal and rest periods timely, when provided. Defendant maintained that it always
25 complied with applicable wage and hour regulations.

26 On January 14, 2026, the Parties engaged in an all-day mediation session before
27 Mediator Daniel J. Turner, a respected and experienced mediator knowledgeable of both the
28 wage and hour laws and representative claims at issue in this action. Through arms-length

1 negotiations with the assistance of the mediator, the Parties reached an agreement to settle the
2 PAGA claims in this action which led to the signing of a Memorandum of Understanding
3 memorializing the settlement.² (Hewgill Decl., at ¶ 3).

4 The settlement was negotiated in light of all known facts and circumstances and the
5 uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain
6 representative claims, the difficulty of proving Plaintiff’s claims in a manageable trial, the
7 merits of Defendant’s potential defenses, and the significant delay and potential appellate
8 issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
9 the assistance of Daniel Turner. (Hewgill Decl., at ¶ 3).

10 **III. TERMS OF THE PAGA SETTLEMENT**

11 The PAGA settlement is subject to Court approval consistent with Labor Code
12 §2699(1)(2). (Agreement at ¶ 6, et seq.). The Agreement negotiated by the Parties provides
13 for a “Gross PAGA Settlement Amount” payment in the amount of \$1,220,000.00 to resolve
14 the Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this
15 PAGA Settlement of \$1,220,000.00, there is a deduction of attorneys’ fees (“PAGA Counsel
16 Fees Payment”) in the amount of \$406,666.00 (which is one-third of the PAGA Settlement),
17 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
18 amount not to exceed \$24,000, a service award of \$10,000 (“Service Award”) and
19 Administrator Expenses Payment not to exceed \$12,000.00 (Agreement at ¶¶ 3.2.1-3.2.4).³

21 ² In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
22 Plaintiff’s individual claims pursuant to separate confidential Individual Settlement Agreement
23 (“Individual Settlement”) (Settlement Agreement at ¶ 10.3). The individual claims were not at issue
24 in this action and exist independent and apart from the PAGA claims at issue before the Court. *See*
25 *Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not
26 strip an Aggrieved Employee of standing, as the state’s authorized representative, to pursue PAGA
27 remedies” nor resolve the PAGA claims.).

28 ³ If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
Payment less than the amounts requested, the Administrator will allocate the remainder of these
amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
Expenses are less, or the Court approves payment less than \$12,000, the Administrator will allocate
the remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2). In the event the Service Award is
approved for less than \$10,000.00 to Plaintiff, the unawarded difference will be added to the PAGA
Payment for distribution and not paid to Plaintiff, PAGA Counsel, or Defendant. (*Id.* at ¶ 3.2.4).

1 After these deductions, the amount remaining is the “PAGA Payment”, which is estimated to
2 be no less than \$767,334.00.

3 Of the PAGA Payment amount, seventy-five percent (75%) (no less than \$576,250.50)
4 will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than
5 \$192,083.5) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.4).⁴ This 75/25
6 allocation is required by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8
7 Cal.5th 175 (2019).⁵

8 The Individual PAGA Payment for each Aggrieved Employee shall be based on the
9 number of pay periods each Aggrieved Employee worked during the PAGA Period as an
10 Aggrieved Employee, as a percentage of the total pay periods worked by all Aggrieved
11 Employees during the PAGA Period.⁶ The PAGA Period is the time period from November
12 2, 2022 through March 16, 2026. (Agreement at ¶ 1.23). For mediation, Defendant represented
13 that Aggrieved Employees collectively worked approximately 126,970 pay periods during the
14 PAGA Period. (Agreement at ¶ 4.1).

15 Upon entry of final judgment, the Released Parties shall be entitled to a release from
16 the Aggrieved Employees for any “Released PAGA Claims”, which means all claims for
17 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
18 stated in the Operative Complaint and/or the PAGA Notice including Labor Code §§ 201-204,
19 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802,
20 California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), California
21 Code of Regulations, Title 8 Section 11060 (Failure to Provide Suitable Seating), and the IWC
22

23 ⁴ “Aggrieved Employees” means all persons who worked for Defendant Helix in California as an
24 hourly, non-exempt employee during the PAGA Period. (Settlement Agreement at ¶¶ 1.4). “PAGA
25 Period” means the period from November 22, 2022 through March 16, 2026. (Settlement Agreement
at ¶ 1.23).

26 ⁵ This Action was filed prior to June 2024, so the prior allocation of 75/25 applies to this Settlement.

27 ⁶ See Settlement Agreement at ¶ 3.2.4 (“The Administrator will calculate each Individual PAGA
28 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by
the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.”)

1 Wage Orders, that accrued at any time during the PAGA Period. The Released PAGA Claims
2 expressly exclude all other claims, including claims for vested benefits, wrongful termination,
3 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
4 security, workers' compensation, California class claims, and PAGA claims outside of the
5 PAGA Period. (Agreement at ¶5.1).

6 Within twenty-one (21) days after Defendant funds the Gross PAGA Settlement
7 Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA
8 PAGA Payment, the Administrator Expenses Payment, the Service Award and the PAGA
9 Counsel Fees Payment and PAGA Counsel Expenses Payment. (Agreement at ¶ 4.4).⁷ Checks
10 will remain negotiable for one hundred eighty (180) days. (*Id.* at ¶ 4.4.1) For any Individual
11 PAGA Payment check that is uncashed and cancelled after the void date, the Administrator
12 shall transmit the funds represented by such checks to the Cy Pres Recipient, Children's
13 Advocacy Institute, San Diego, subject to Court approval. (*Id.* at ¶ 4.4.3).

14 Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the
15 Agreement and this motion to the LWDA concurrently with the filing of the instant motion for
16 settlement approval as set forth in the accompanying proof of service in compliance with Labor
17 Code section 2699(1). In addition, Plaintiff shall submit to the LWDA a copy of the Court's
18 judgment and order approving the Agreement within ten (10) days after entry of judgment or
19 order.

20 **IV. THE PARTIES HAVE SETTLED THE PAGA CLAIMS**

21 The claim before this Court is solely the representative claim under PAGA on behalf of
22 the State of California for civil penalties pursuant to the PAGA. The parties have agreed to
23 settle this PAGA claim in its entirety after investigation and an arm's length mediation session.
24 (Hewgill Decl., at ¶ 4.) The settlement is intended to fully and finally resolve the Released
25 PAGA Claims asserted by Plaintiff on behalf of the State of California. This is a settlement
26 of only the PAGA claims for civil penalties and is not a class settlement and does not release
27

28 ⁷ Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement
of the Individual PAGA Payments. (*Id.*).

1 the individual claims, if any, of the Aggrieved Employees, other than any claims under PAGA.
2 This settlement does not release any claim that is not a PAGA claim.⁸ PAGA Counsel Fees
3 equal to one-third of the Gross PAGA Settlement amount (\$406,666.00), a Service Award of
4 \$10,000 and PAGA Counsel Litigation Expenses in an amount not to exceed \$24,000 will also
5 be paid to PAGA Counsel as part of the settlement in accordance with California Labor Code
6 § 2699(g)(1), as set forth in the Agreement.⁹ Lastly, payment to the Administrator in an
7 amount not to exceed \$12,000 to perform the administrative duties to distribute the settlement
8 money shall also be paid. (Hewgill Decl., at ¶¶ 4-5.)

9 **V. THE PARTIES REQUEST REVIEW AND APPROVAL OF THE**
10 **SETTLEMENT OF THE PAGA CLAIM**

11 Labor Code § 2699(l) requires that the Court “shall review and approve any settlement
12 of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be
13 submitted to the agency at the same time that it is submitted to the court.” Consequently, the
14 parties respectfully ask the Court to review and approve the settlement of the PAGA claims
15 and the PAGA Payment to be paid as part of the proposed settlement.

16 **A. The PAGA Settlement Amount To Be Paid Is Fair And Reasonable**

17 The Parties believe that the PAGA Settlement amount is fair and reasonable and
18 therefore "shall" be reviewed and approved. Here, the Gross PAGA Settlement Amount of
19 \$1,220,000 is more than other PAGA settlements as it constitutes approximately \$9.60 per pay
20 period. (Declaration of Hewgill, at ¶ 6.)

21 This PAGA Settlement amount compares favorably to the estimated amount of PAGA
22 penalties. With the assistance of an expert, Plaintiff calculated that the maximum amount of
23 statutory PAGA civil penalties was potentially \$12,697,000 based on 126,970 pay periods
24

25
26 ⁸ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th at 196: “Nonparty employees are bound
by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

27 ⁹ As set forth in the accompanying Declaration of Justin Hewgill, PAGA Counsel incurred costs in
28 the current amount of \$20,056.87, which is less than the cost allocation in the Settlement Agreement.
See Declaration of Hewgill at ¶ 9.

1 applicable to the Aggrieved Employees during the PAGA Period.¹⁰ (Hewgill Decl., at ¶ 6.)
2 Importantly, however, these calculations were performed at the maximum statutory rate for
3 the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate.
4 California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the
5 maximum civil penalty if based on the facts and circumstances to do otherwise would result
6 in an award that is "unjust, arbitrary and oppressive or confiscatory."

7 In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
8 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
9 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's
10 calculation even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay
11 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be
12 only \$634,850, which is far less than this settlement provides. (Declaration of Hewgill, at ¶ 6.)

13 Under PAGA, Courts have considerable discretion to reduce the penalty award. In
14 *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced
15 PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%, because the court found
16 maximum penalties "unjust" because the employees had suffered no injuries. Some trial courts
17 have actually awarded no civil penalties, even when Labor Code violations are established.
18 See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of App. Mar. 6,
19 2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court)
20 (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557,
21 *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

22 In order to recover any PAGA penalties, Plaintiff would be required at trial to prove
23 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*,

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26 ¹⁰ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$12,786,700 is the civil penalty amount without stacking. If stacking is permitted, then
28 the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is
not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. The recent 2024 amendment to PAGA casts further doubt on the
availability of stacking.

1 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of
2 PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven
3 suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove
4 that each Aggrieved Employee suffered a violation for each period the employee worked in
5 relation to meal or rest period violations, failure to pay minimum wages, failure to pay
6 overtime and sick pay wages, failure to provide accurate itemized wage statements, failure to
7 reimburse employees for required expenses, and failure to pay wages when due.

8 Defendant maintains that Plaintiff and the Aggrieved Employees were properly
9 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and
10 denies Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative
11 Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to
12 the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant
13 could argue that no penalties prior to the PAGA notification should be awarded because the
14 violations were not intentional. These defenses present a risk to the PAGA claims and the
15 potential that some or all of the PAGA penalties sought may not be awarded. (Hewgill Decl.,
16 at ¶ 7.)

17 Given Defendant's potential defenses to the alleged violations at issue, the risks and
18 costs of continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is
19 fair and reasonable. (Hewgill Decl., at ¶ 7.) Defendant has similarly concluded that it is
20 desirable that the action is settled in the manner and upon the terms and conditions set forth in
21 the Agreement in order to avoid further expense, inconvenience and distraction of further legal
22 proceedings, as well as the uncertainty of litigation. Defendant has determined that it is
23 desirable and beneficial to put to rest the claims in this action and Defendant agrees that the
24 PAGA Settlement is fair, reasonable, and adequate.

25 PAGA Counsel have significant experience litigating wage and hour claims including
26 claims for PAGA penalties, and the PAGA Settlement here is similar to settlements that courts
27 have approved. (Hewgill Decl., at ¶¶ 7, 10.) The PAGA Settlement, along with the other
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1 terms of the proposed settlement, were negotiated by experienced counsel at arm's length with
2 the assistance of a private mediator, Daniel Turner, Esq.¹¹ (Hewgill Decl., at ¶ 7.)

3 As set forth in the accompanying proof of service, the LWDA has been provided notice
4 of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA
5 Settlement and not oppose the motion should be given considerable weight. This is not a
6 situation where the Court needs to be concerned about the rights of absent employees as in a
7 class settlement, as this PAGA-only settlement does not release the individual claims of absent
8 employees other than PAGA claims, and the LWDA is a sophisticated government entity that
9 is more than able to look out for its own rights.

10 **B. The Remaining Settlement Terms Are Fair And Reasonable**

11 Although PAGA requires that a court approve the proposed PAGA settlement, Labor
12 Code § 2699(1) does not require that a court approve any other elements of the proposed
13 settlement. Because there are no class allegations for which Plaintiff seeks approval, the
14 approval provisions applicable to class settlements under Cal. Code Civil Proc. §382 do not
15 apply. Accordingly, the Court only needs to approve the settlement of the civil penalties
16 sought in the PAGA claim. Nevertheless, as explained herein, the settlement terms for
17 attorneys' fees and costs are reasonable.

18 **VI. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE**

19 PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
20 amount of \$406,666 representing one-third of the \$1,220,000.00 Gross PAGA Settlement
21 Amount. PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's
22 position is that the payment of attorneys' fees and costs in this settlement is a matter of contract
23 for contingent representation. Nevertheless, should this Court review the requested attorneys'
24 fees, it is clear that the requested fees and costs are reasonable.

25 First, the requested fees are justified by the result achieved. PAGA Counsel negotiated
26 a recovery of \$1,220,000.00, and this result justifies the requested fees equal to one third of
27

28 ¹¹ The Agreement has a typographical error when it mentions mediation with Lynn Frank, as the
mediation in this case was with Daniel Turner.

1 this recovery. This percentage is within the standard contingent recovery percentage of one-
2 third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v.*
3 *Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69
4 Cal. App. 5th 521, 545 (2021) (recognizing that “fee awards in class actions average around
5 one-third of the recovery” regardless of “whether the percentage method or the lodestar
6 method is used.” (quoting *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008))).

7 Second, the fee award is justified by the work performed and contributions to the case.
8 As detailed in the accompanying Declaration of Justin Hewgill at ¶ 8, the fee award is within
9 the reasonable multiplier rate of PAGA Counsel’s current lodestar of \$144,230.22 with
10 significant additional work to be performed.¹²

11 Generally, the Ninth Circuit and California Courts award positive multipliers between
12 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation
13 or obtaining good results. See, e.g., *Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award
14 with multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half Intern., Inc.*, 182
15 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied and
16 affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001)
17 (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp.*,
18 8 F. Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.52
19 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D. Cal. 2014)
20 (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales*
21 *Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving
22 fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk
23 multipliers).

24 Third, consideration of the service factors justify the service of the lodestar. Courts
25 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the
26 quality of work, and the novelty and difficulty of the issues involved. See *Ketchum v. Moses*,

27
28 ¹² A true and correct copy of PAGA Counsel’s billing records are attached as Exhibit #2 to the
Declaration of Justin Hewgill, filed herewith.

1 24 Cal.4th 1122, 1132 (2001). Failure to apply a risk multiplier in cases that meet these criteria
2 is an abuse of discretion. *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016).

3 Finally, as to litigation expenses, PAGA Counsel will be recovering litigation expenses
4 in the total amount of \$20,056.87 which is less than the \$24,000 allocation for costs in the
5 Agreement, so the difference of \$3,943.13 will be added to the PAGA Payment amount. These
6 expenses are documented in the accompanying Declaration of Justin Hewgill at ¶ 9.

7 **VII. CONCLUSION**

8 Based on the foregoing, Plaintiff respectfully requests this Court approve the PAGA
9 settlement as set forth in the Agreement and enter the proposed order and judgment submitted
10 herewith.

11 Dated: August 24, 2026

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

13 By: /s/ Justin Hewgill
14 Justin Hewgill
15 Attorney for Plaintiff
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Make a Reservation

DAISY SUAREZ vs HELIX ELECTRIC, INC., A CORPORATION, et al.

Case Number: 24TRCV00079 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2024-01-08 Location: Torrance Courthouse - Department E

Reservation	
Case Name: DAISY SUAREZ vs HELIX ELECTRIC, INC., A CORPORATION, et al.	Case Number: 24TRCV00079
Type: Motion re: (Approval of PAGA Settlement)	Status: RESERVED
Filing Party: Daisy Suarez (Plaintiff)	Location: Torrance Courthouse - Department E
Date/Time: 09/23/2026 8:30 AM	Number of Motions: 1
Reservation ID: 966970542401	Confirmation Code: CR-KNBWQKT9VUUY5VRAY

Fees			
Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment	
Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

[Print Receipt](#)

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